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7 **UNITED STATES DISTRICT COURT**  
8 **FOR THE DISTRICT OF NEVADA**

9 PROLOGIS NA3 NV II, LLC,

10 Plaintiff,

11 vs.

12 IGT, Inc.

13 Defendant.

Case No.: 3:11-cv-00346-HDM-WGC

**AMENDED STIPULATION FOR  
PROTECTIVE ORDER GOVERNING  
DISCLOSURE OF CONFIDENTIAL  
INFORMATION; ORDER**

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15 Subject to the further Order of this Court, and any subsequent modification hereof made  
16 upon request and cause shown by any of the parties hereto; and all parties having stipulated and  
17 agreed to the provisions of this Order and to the entry of this Order, it is hereby ordered that:

18 1. Any document(s) which Plaintiff or its attorney hereafter produce(s) in this action  
19 as a result of disclosure, production, or subpoena, and which Plaintiff or its attorney determines  
20 contains confidential trade secret information (a "Confidential Document"), shall be received in  
21 confidence and kept secret by the undersigned attorneys, or any successor attorneys for the  
22 parties, and except as hereinafter provided, any such written materials or documents or  
23 information contained therein shall not be disclosed to any person other than the parties, the  
24 undersigned attorneys or successor attorneys, their office associates, and stenographic and  
25 clerical employees of such attorneys who may be assigned to this action, and then, subject to the  
26 limitations set forth below, disclosed to and used by them only for the prosecution or defense of  
27 this action. ProLogis shall stamp or type the designation "CONFIDENTIAL" on each page of  
28 the documents it deems to be subject to this Stipulation.

1           2.     Subject to the provisions contained herein, disclosure of such Confidential  
2 Documents or of any information contained therein, may be made by such attorneys, if necessary  
3 to the prosecution or defense of this action, to a party, officers, or employees of a party or to  
4 agents, expert consultants, court reporters, videographers, or others retained by a party  
5 specifically to assist in the prosecution or the defense of this action or to witnesses during  
6 depositions or at trial. In the event that any such written material, document or information is so  
7 disclosed, the attorneys for such parties shall provide each such person with a copy of this Order,  
8 and obtain an acknowledgment from him or her in writing (in the form attached hereto as Exhibit  
9 A) that he or she has received a copy of this Order, is familiar with the provisions thereof, and  
10 agrees to be bound by its terms. All such persons shall be bound thereby, shall not use such  
11 written material, documents or information for any purpose other than in connection with the  
12 prosecution or defense of this action, and shall not reveal such written material, documents or  
13 information to any person.

14           3.     In addition: (a) prior to making any disclosure of any Confidential Document or  
15 of any information contained therein (other than disclosure at any deposition or in any affidavit,  
16 brief or other paper filed in this action) to anyone other than the parties and persons identified in  
17 subsection 2, above, written notice shall be given to the attorneys for the other side by the  
18 attorneys proposing to make such disclosure. Such notice shall be given at least ten (10)  
19 business days prior to such proposed disclosure of such written material, document, or any  
20 information contained therein, such period to be measured from and to include the date of  
21 mailing thereof, and include (i) the name of each person to whom it is proposed to make such  
22 disclosure and (ii) a description of each such person, principal business affiliation and  
23 responsibilities; and (b) upon receipt from the other parties or from their attorneys of the written  
24 objection to any disclosure proposed to be made pursuant to the preceding subparagraph of this  
25 ordering paragraph, the party proposing to make the disclosure shall postpone such disclosure for  
26 at least five (5) business days, such period to be measured from and to include the date of  
27 mailing such objection, and, if a motion for a protective order is filed within that time, make no  
28 disclosure prior to a final resolution of that motion by this Court.

4. Unless otherwise permitted by statute, rule or prior court order, papers filed with the court under seal shall be accompanied by a contemporaneous motion for leave to file those documents under seal, and shall be filed consistent with the court's electronic filing procedures in accordance with Local Rule 10-5(b). Notwithstanding any agreement among the parties, the party seeking to file a paper under seal bears the burden of overcoming the presumption in favor of public access to papers filed in court. Kamakana v. City and County of Honolulu, 447 F.2d 1172 (9<sup>th</sup> Cir. 2006).

5. After the final termination of this action, the provisions hereof relating to the secrecy and confidential nature of the written material, documents, or the information contained therein shall continue to be binding on all parties herein and the aforesaid officers, and employees, agents or others, and witnesses.

6. At the conclusion of the trial and/or appeal or other termination of this action (collectively, the "Case Conclusion"), all written material or documents produced or disclosed in this action pursuant to this Order (and all copies of such documents) shall, within 14 days of the Case Conclusion, be returned to the producing party or destroyed, and all summaries thereof or other documents containing or reflecting such confidential written material or documents, or related information shall be destroyed. The party undertaking any destruction as provided herein shall certify its full destruction compliance to ProLogis within twenty-one (21) days after the Case Conclusion.

7. If the ProLogis Confidential Documents being produced in accordance with this Protective Order (or the information contained therein) are disclosed to any person other than in the manner authorized by this Protective Order, the party responsible for the disclosure shall

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1 immediately bring all pertinent facts related to such disclosure to the attention of all counsel of  
2 record and, without prejudice to other rights and remedies of the party that produced the  
3 documents, shall make every possible effort to prevent any further disclosure by it or by the  
4 person(s) who received such documents.

5 **IT IS SO STIPULATED:**

6 Dated: May 21<sup>st</sup>, 2012

ROBERTSON & BENEVENTO  
50 West Liberty Street, Suite 600  
Reno, Nevada 89501

8  
9 By: 

G. David Robertson, Esq.  
Kirk C. Johnson, Esq.  
Attorneys for Plaintiff

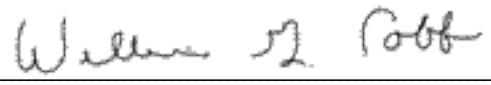
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11  
12 Dated: May 21<sup>st</sup>, 2012

GUILD, RUSSELL, GALLAGHER & FULLER, LTD.  
100 West Liberty Street, Suite 800  
Reno, NV 89505

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14  
15 By: 

Brian J. Saeman, Esq.  
Attorneys for Defendant IGT, Inc.

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17 **IT IS SO ORDERED** this 29th day of May, 2012.

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20 UNITED STATES MAGISTRATE JUDGE

# EXHIBIT A

# EXHIBIT A

**EXHIBIT A****AGREEMENT TO BE BOUND BY TERMS OF PROTECTIVE ORDER**

The undersigned has read the foregoing Stipulation for Protective Order Governing Disclosure of Confidential Information (the "Protective Order") signed by the Parties thereto and entered by this Court in PROLOGIS NA3 NV II, LLC v. IGT, Inc., Case No. 3:11-cv-00346, in the United States District Court for the District of Nevada. I understand its contents, and hereby undertake and agree to abide by its terms including, without limitation, those terms regarding the use of any ProLogis Confidential Document and any information contained therein. The undersigned agrees to submit to the jurisdiction of the United States District Court for the Nevada for the purpose of enforcing the terms and conditions of the Protective Order.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company (if applicable)

Protective Order  
Case No. 3:11-cv-00346